

SPECIAL SERVICE AGREEMENT¹

MEMORANDUM OF AGREEMENT made this day of between the INTERNATIONAL ATOMIC ENERGY AGENCY, Wagramer Strasse 5, P.O. Box 100, A-1400 Vienna, Austria (hereinafter referred to as the "Agency") and (hereinafter referred to as the "Subscriber"), whose address is:

.....

WHEREAS the Agency desires to engage the services of the Subscriber on the terms and conditions hereinafter set forth, and

WHEREAS the Subscriber is ready and willing to accept this engagement of services with the Agency on the said terms and conditions,

NOW THEREFORE the Parties hereto agree as follows:

1. Nature of Services

Functional Title of Supervisor

2. Duty Station

3. Duration of Agreement

This Agreement shall take effect on and shall expire on the satisfactory completion of the services described above but not later than, without any advance notice between the Parties hereto. The aggregate number of days on which the services of the Subscriber will be required shall not exceed days. This Agreement may be terminated by either Party before the expiry date of the Agreement by giving notice in writing to the other Party. The period of notice shall be five days in the case of Agreements for a total period of less than two months and fourteen days in the case of Agreements for a longer period. In case of termination for serious misconduct there shall be no period of notice in accordance with relevant rules of the Agency.

In the event of the Agreement being terminated prior to its due expiry date, the Subscriber shall be compensated on a *pro rata* basis for no more than the actual amount of work performed to the satisfaction of the Agency, as assessed by the Agency in accordance with the terms of this Agreement. Additional costs incurred by the Agency resulting from the termination of the Agreement by the Subscriber may be withheld from any amount otherwise due to the Subscriber from the Agency.

In the case of absence for health or other reasons, this Agreement may, depending on the circumstances, be extended to allow for completion of the task without otherwise changing its terms, or the compensation may be reduced as set out above, as determined by the Agency.

¹ Effective 2 June 1997.

4. Working Hours

5. Consideration

As full consideration for services performed by the Subscriber under the terms of this Agreement the Agency shall pay the Subscriber the equivalent of [currency]

The Subscriber shall be entitled to a subsistence allowance of US \$ subject to revision in accordance with the relevant rules of the Agency, while in for each overnight stay at a destination to which he/she has travelled, as approved, for the purpose of carrying out the services under this Agreement.

The Subscriber shall also be provided with a pre-paid round trip air ticket [in economy class at the lowest logical fare] [first class train ticket] between the duty station and, upon completion of the assignment, back to the place of residence.

For authorized travel on official business by the Subscriber on behalf of the Agency the relevant Agency rules and procedures shall apply.

The Subscriber shall not be entitled to any benefit, allowance or payment other than the ones expressly provided for in this Agreement.

6. Status of the Subscriber

The Subscriber shall serve in his/her personal capacity and not as a representative of a Government or of any other authority external to the Agency. The Subscriber shall not be considered in any respect as being a staff member of the Agency. The Subscriber may, however, be given the status of "expert" in the sense of Section 42 Article XVI of the Headquarters Agreement of the Agency or "experts on missions" in the sense of Section 23, Article VII of the Agreement on the Privileges and Immunities of the Agency.

7. Obligation

The Subscriber shall neither seek nor accept instructions regarding the services to be performed for the Agency from any Government or from any authority external to the Agency. During the period of his/her service for the Agency, the Subscriber may not engage in any activity that is incompatible with the discharge of his/her duties with the Agency. The Subscriber is required to exercise the utmost discretion in all matters of official business of the Agency. The Subscriber may not communicate at any time to any other person, Government or authority external to the Agency any information known to them by reason of their association with the Agency which has not been made public, except in the course of their duties or by authorization of the Director General or his/her designate; nor shall the Subscriber at any time use such information to private advantage. These obligations do not lapse upon termination of his/her Agreement with the Agency.

8. Title Right

All rights, title and interest, including, without limitation, all copyrights and patents, in and to any material produced and invention developed by the Subscriber in the performance of his/her functions under this Agreement shall vest exclusively in the Agency.

9. Social Security

The Agency shall not pay the employer's contribution to any social security scheme for the services performed under this Agreement. Moreover, the Subscriber is excluded from participation in the United Nations Joint Staff Pension Fund. The Subscriber is fully responsible for arranging, at his/her own expense, such life, health and other forms of insurance covering the period of his/her service for the Agency as appropriate.

Responsible office: MTPR

In case of illness, injury or death attributable to the performance of services under the terms of this Agreement the Agency shall compensate for the expenses of the Subscriber in accordance with the provisions reproduced in the Annex to this Agreement.

10. Sub-contracting and Assignment

The Subscriber shall not sub-contract, assign, transfer, pledge or make other disposition of this Agreement or any part thereof, or of his/her rights, claims, or obligations under this Agreement.

11. End-of-contract Report

The Subscriber shall, at the end of the contract period, submit a report through the Deputy Director General concerned to the Director General on the activities carried out under this Agreement and the results achieved.

12. Settlement of Disputes

Any dispute between the Agency and the Subscriber arising out of the interpretation or application of this Agreement which is not settled by negotiation shall be submitted to arbitration by either party in accordance with the arbitration rules of the United Nations Commission on International Trade Law (UNCITRAL). The place of arbitration shall be Vienna, Austria. The number of arbitrators shall be one. The arbitration award shall be accepted by the Parties as the final adjudication of the dispute.

13. Taxation

The Agency undertakes no liability for taxes, duty or other contribution payable by the Subscriber on payments made under this Agreement.

14. Special Conditions

[If there are no special conditions, the word "none" should be inserted in this place].

Director, Division of Personnel

Subscriber

Date:

Responsible office: MTPR

ANNEX TO SPECIAL SERVICE AGREEMENT

COMPENSATION CLAUSE:

(A) Compensation shall be awarded in the event of death, injury or illness of the Subscriber which is attributable to the performance of official duties on behalf of the Agency, in accordance with paragraphs (C) and (D) below, and such additional compensation payment or payments as the Director General may deem appropriate; except that no compensation shall be awarded when such death, injury or illness has been occasioned by (a) the wilful misconduct of the Subscriber, or (b) the Subscriber's wilful intent to bring about the death, injury or illness of himself/herself or another.

(B) Without restricting the generality of paragraph (A), death, injury or illness of the Subscriber shall be deemed to be attributable to the performance of official duties on behalf of the Agency in the absence of any wilful misconduct or wilful intent when (a) the death, injury or illness resulted as a natural incident of performing official duties on behalf of the Agency, or (b) the death, injury or illness was directly due to the presence of the Subscriber, in accordance with an assignment by the Agency, in an area involving special hazards to the Subscriber's health or security, and occurred as the result of such hazards, or (c) the death, injury or illness occurred as a direct result of travelling by means of transportation furnished by or at the expense or direction of the Agency in connection with the performance of official duties; provided that the provisions of the subparagraph shall not extend to private motor vehicle transportation sanctioned or authorized by the Agency solely on the request and for the convenience of the Subscriber.

(C) In the event of death of the Subscriber, the Agency shall pay: (a) a reasonable amount for the preparation of the remains and funeral expenses; (b) the expenses of return transportation of the deceased Subscriber either (i) to the place where the Agency would have had an obligation to return the Subscriber on separation; or (ii) to another place provided that the maximum expense borne by the Agency shall not exceed the amount under (i) above; (c) all reasonable medical, hospital and directly related costs.

(D) In the event of injury or illness resulting in disablement which is determined by the Director General to be either total or partial, and whether the Subscriber is continued in the employment of the Agency or is separated, the Agency shall pay all reasonable medical, hospital and directly related costs.

(E) Any compensation payment which may be made in accordance with paragraphs (A) through (D) above shall not exceed: (a) US \$10 000.- for medical expenses for any one accident/illness, and (b) US \$100 000.- for death or permanent disablement.